## Know all men by these presents: That

THA, LTD. a New Jersey corporation, successor by statutory merger to

hereinafter designated as the Release for and in consideration of the sam of ------

THIRTY SEVEN THUBSAND FIVE HUNDRED (\$37,500.00)------ Dollars NATIONAL GYPSUM COMPANY, a Delaware corporati lawful Money of the United States of America, to the Releasor in hand paid by

hereinafter designated as the Release.

the receipt wherein is hereby acknowledged, has remised, released and forever discharged, and b these Presents does remise, release and forever discharge the said Releasee of and from all debt. obligations, recknings, promises, covenants, agreements, contracts, endorsements, bonds, special tics, controversies, sails, actions, causes of actions, trespusses, variances, judyments, extents executions, damages, chains or demands, in law or in equity, which against the said Releasee, th Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of an matter, cause or thing whatsoever, from the beginning of the world to the day of the date of thes Prescuts.

More particularly Releasor releases and discharges Releasee from all claims and demands arising out of an Agreement of Sale and Purchase dated August 24, 1977, a Letter Agreement of the same dat and an Agreement dated as of April 12, 1978 relating to the sale by National Gypnum Company to Tifa, Ltd. of real property located on Division Avenue in the Township of Passaic, Morris County, New Jursey.

Said Releasor also releases and discharges the said Releasee from any and all claims as alleged in a suit in the Superior Court of New Jersey, how Division, Morris County, entitled, Tifa, Ltd. vs. National Cypsium Company (Docket No. L-12012-78). EXCEPTING, MUWEVER, the obliquations of Releases to Releasor as mor particularly set forth in the Rider attached hereto.

Wherever in this instrument any justy shall be designated or referred to by name or yearral reference, suc dissipation is intended to and shall have the same effect as if the words "heirs, executors, administrators, person or legal representations, our crossors and assigns" had been inserted after each and every such acceptation and all therems, covenants and conditions herein contained shall be for and shall insert to the benefit of and shall bind the respective parties herein, and their heirs, executors, administrators, personal or legal representatives, successor and analysis, expectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender of the ploral or singular number is intended to include the appropriate gender or number as the text of the withi instrument may require.

In Uliness Ulitteel, the said Kilinsor has hereinty set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be kereto affice 1y 79 . day of

Rigneb, Sealed and Delivereb in the presence of at Allevied bp

State of Orm Bersep. County of Be it Remembered, that on this

the subscriber. personelly approved. Acnold M. Livingston and Carol Blochlinger.

the person's named in and who executed the within Instr who, I am salisfied. signed, secied and delivered the s and thereupon they acknowledged that they act and deed, for the wes and purposes therein expressed.

But syeth fighty Public to the seery

1. Releaser's indemnification of Releasor and the terms thereof as set forth in Paragraphs 3A, B, C, D, 4 and 5 of the Agreement dated April 12, 1978.

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2. Releasee's agreement to share with Releasor certain costs in the event that Releasor proceeds with a pesticide use application to the Planning Board of the Township of Passaic as hereinafter restated which supersedes the Letter Agreement dated August 24, 1977 as amended by Paragraph 3(H) of the Agreement:

materises will pay and be responsible for fifty percent (50%) of the following costs (but Releasee's contribution to be a maximum of \$30,000) incurred by or on behalf of Releasor commencing from the date that Releasor files an Application and Site Plan with the Planning Board of Passaic Township to permit the use of posticides on the Premises and terminating on February 28, 1980:

- A. Rental costs for the pesticide aspects of the business;
  - B. Hiring of environmental experts, their reports and testimony in pursuit of the pesticide certificate of occupancy;
  - C. Legal fees and costs involved in pursuing the pesticide certificate of occupancy.

Bills will be forwarded to Gold Bond Division of National Gypsum Company, Attention: Director of Divestments, on a monthly basis. Releasee will thereupon pay to Releasor one-half (1/2) of the amount presented. Releasee shall have the right to authenticate the validity of the expenditures.

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## Know all men by these Presents: That

NATIONAL GYPSUM COMPANY, a Delaware corporation,

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for and in consideration of the sum	: 0;		hereinafter de			
	- Cne (\$1	.00)			Dolle	7
lawful Money of the United States	oj America	i, to the Rela	csor in hand poid	by		
TIFA, LTD., a New Jers merger with Tifa, Ltd.			ation,			_
the receipt whereof is hereby ack these Presents does remise, release obligations, reckonings, promises, ties, controversies, suits, actions, ezecutions, damages, claims or de Releasor ever had, now has or her matter, cause or thing whatsoever Presents.	e and forever covenants, causes of mands, in l reafter can,	er discharge agreements, actions, tro aw or in equ shall, or mu	the said Release contracts, endor spasses, variance city, which again ty have, for, upo	ever dische of and fi sements, b es, judgme st the said on or by r	arged, an rom all do onds, spe enis, ezion Releasee, reason of	d by ebis, ecial- ents, , the any
More particularly, Release and demands arising out of a letter Agreement of the same relating to the sale by Nati located on Division Avenue is	in Agreeme ime date a lonal Gyps	nt of Sale nd an Agre wm Company	and Purchase ement dated as to Tifa, Ltd.	dated Au of Apri of the	gust 24 1 12, 19 real pro	, 19 <sup>.</sup> 978 oper
EXCEPTING, ECWEVER, (1) The certain note and purchase mo principal amount of \$419,000	ney mortg	obligation age dated	of Releasee t June 1, 1978 i	o Releas n the or	or under iginal	r a
(2) Rele as set forth in Paragraphs 3 1976.			to Releasor ar of the Agreene			
-						
Wherever in this instrument eny designation is intended to and shall have or legal representatives, successors and terms, escenants and conditions herein respective parties herein, and their he and assigns, respectively.  In all references herein to any the piural or angular number is intending the piural or singular number is intending require.	e the same of essions" had contained shirts, executors	fect as if the i been inserted a all be for and a, administrate ne. entities or	orras Them, executifier each and every shall inure to the bra, personal or lega.	ere, acminus such designe ensfit of an l represents: of any part	trators, per: ation and ai d shall bins trues, succe icular send	sonal il the d the ssers
In Witness Wheteol, the sci	d Relector	has hereunt	set his hand c	nd seal or	coused to	hese
presents to be signed by its prop this day of	er corpora	te officers on 1979 .	d its corporate s	ieal to be	hereto c <u>f</u>	fized
Signeb, Sealed and Beliberet					41	
in the presence of	,				(1	L.S.)
or Allesied by	}					
		_			(1	LS.)
		TAN	IONAL GYPSUM (	20MPANT		
	Secretary	By			Preside	
•	, y				•	
State of Arm Fersey, County of	<b>55.</b> :					
Be il Remembered, that on this		day of		19	, befor	
the subscriber, personally appeared						S.
	e person	named in a	nd who ezecuted	the within	n Instru	Ø
and thereupon ccknot	wiedged tha	i <b>t</b>	signed, sealed at	ed delivere	d the ser	0
ect and deed, for the	uses and p	urposes there	rin expressed.			002
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